

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 40
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. DTFAAC-11-R-00659	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 12/07/2010	6. REQUISITION/PURCHASE NO. AC-11-00659 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMQ Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 373 P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169-4933 P.O. Box 25082 Oklahoma City, OK 73125-4931			

Indefinite Delivery / Requirements Type Contract	SOLICITATION	Westwind 1124 Full Flight Simulator Pilot Qualification Training Services, Mike Monroney Aeronautical Center
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9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in **Room 313, Multi-Purpose Building** until **3:00p.m.** local time **12/29/2010**
(Hour) (Date)

NOTE: If offers are hand-carried, additional time should be allowed to access the depository facility due to heightened security requirements.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Randall L. Bratcher randall.bratcher@faa.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-8860
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMQ Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	28. AWARD DATE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I – SECTION A – (cont'd.)
SCREENING INFORMATION REQUEST

The Federal Aviation Administration (FAA) herewith solicits competitive proposals unrestricted as to business size through the use of this Screening Information Request (SIR) for the award of an indefinite delivery / requirements type contract for Westwind 1124 Full Flight Simulator Pilot Qualification Training Services, Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

One (1) indefinite delivery / requirements type contract resulting from this solicitation will be awarded, with the contract duration period being for one (1) base-year period with two (2) one-year option periods.

This SIR consists of the following Parts/Sections:

Part I – Section A:	Solicitation/Contract Form (Solicitation, Offer and Award)
Part I – Section B:	Supplies or Services and Prices/Costs (Pricing Schedule)
Part I – Section C:	Description/Specifications/Work Statement
Part I – Section D:	Packaging and Marking
Part I – Section E:	Inspection and Acceptance
Part I – Section F:	Deliveries or Performance
Part I – Section G:	Contract Administration Data
Part I – Section H:	Special Contract Requirements
Part II – Section I:	Contract Clauses
Part III – Section J:	List of Attachments*
Part IV – Section K:	Representations, Certifications and Other Statements of Offerors
Part IV – Section L:	Instructions, Conditions, and Notices to Offerors
Part IV – Section M:	Evaluation Factors for Award

*Attachments located after end of Section M.

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The Contractor shall provide all the necessary services, materials, equipment, and facilities (unless otherwise identified in the Performance Work Statement [PWS] as Government Furnished) to provide for Westwind 1124 Full Flight Simulator Pilot Qualification Training Services as required for the Federal Aviation Administration's (FAA) Academy, Contracts and Program Administration Branch (AMA-260), Mike Monroney Aeronautical Center, Oklahoma, as set forth in accordance with the terms, conditions, and provisions set forth herein. The Contractor shall effectively administer, manage, and perform the tasks that are defined by the Government in accordance with the PWS. Specific services shall be defined in the task orders issued throughout the contract performance.

B.2 TYPE AND TERM OF CONTRACT

This acquisition is for an indefinite delivery / requirements type contract, with fully loaded firm fixed-priced rates. The term of this contract is for one (1) base year period and two (2) option year periods. All terms and conditions contained in this document will be applicable to all task orders issued under this contract, unless otherwise specified by an individual task order, as additional requirements may be specified in each task order. The Contracting Officer is the only person authorized to issue orders under this contract.

B.3 PRICING

In accordance with the requirements and specifications contained herein, provide per pilot/inspector, the training hours contained in the contractor's FAA-approved training program or the minimum hours specified below, whichever is greater, in support of the FAA Academy, AMA-260, requirements.

If the offeror's FAA-approved training program consists of more hours than the minimum stated, price should reflect the total hours in the FAA-approved program.

PRICING SCHEDULE - BASE YEAR

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ANNUAL REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001	Westwind 1124 Initial Pilot Qualification Training (Course 28151)	<u>1 Student</u>	\$ _____	\$ _____
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	56 hours	_____ hours	
	b. Level C Simulator	20 hours	_____ hours	
0002	Westwind 1124 Recurrent Pilot Qualification Training (Course 28114)	<u>1 Student</u>	\$ _____	\$ _____
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	18 hours	_____ hours	
	b. Level C Simulator	9 hours	_____ hours	
0003	Supplemental Training			
	Provide additional training that exceeds the above-specified program. (When authorized by the Contracting Officer)			
	a. Ground School	\$ _____ per hour		
	b. Level C Simulator	\$ _____ per hour		

BASE YEAR ESTIMATED TOTAL AMOUNT (excluding Line Item 0003): \$ _____

BASE YEAR PERIOD OF PERFORMANCE: 01 February 2011 through 31 January 2012

PRICING SCHEDULE - 1st OPTION YEAR

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ANNUAL REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0004	Westwind 1124 Initial Pilot Qualification Training (Course 28151)	<u>1 Student</u>	\$ _____	\$ _____
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	56 hours	_____ hours	
	b. Level C Simulator	20 hours	_____ hours	
0005	Westwind 1124 Recurrent Pilot Qualification Training (Course 28114)	<u>1 Student</u>	\$ _____	\$ _____
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	18 hours	_____ hours	
	b. Level C Simulator	9 hours	_____ hours	
0006	Supplemental Training			
	Provide additional training that exceeds the above-specified program. (When authorized by the Contracting Officer)			
	a. Ground School	\$ _____	per hour	
	b. Level C Simulator	\$ _____	per hour	

1st OPTION YEAR ESTIMATED TOTAL AMOUNT (excluding Line Item 0006): \$ _____

1st OPTION YEAR PERIOD OF PERFORMANCE: 01 February 2012 through 31 January 2013

PRICING SCHEDULE - 2nd OPTION YEAR

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ANNUAL REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0007	Westwind 1124 Initial Pilot Qualification Training (Course 28151)	<u>1 Student</u>	\$ _____	\$ _____
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	56 hours	_____ hours	
	b. Level C Simulator	20 hours	_____ hours	
0008	Westwind 1124 Recurrent Pilot Qualification Training (Course 28114)	<u>1 Student</u>	\$ _____	\$ _____
		<i>Minimum Required</i>	<i>Contractor's Proposal</i>	
	a. Ground School	18 hours	_____ hours	
	b. Level C Simulator	9 hours	_____ hours	
0009	Supplemental Training			
	Provide additional training that exceeds the above-specified program. (When authorized by the Contracting Officer)			
	a. Ground School	\$ _____ per hour		
	b. Level C Simulator	\$ _____ per hour		

2nd OPTION YEAR ESTIMATED TOTAL AMOUNT (excluding Line Item 0009): \$ _____

2nd OPTION YEAR PERIOD OF PERFORMANCE: 01 February 2013 through 31 January 2014

PART I – SECTION C – DESCRIPTION / SPECIFICATIONS

C.1 SCOPE OF WORK

(a) The Contractor shall provide all the necessary services, materials, equipment, and facilities (unless otherwise identified in the Performance Work Statement [PWS] as Government Furnished) to provide for Westwind 1124 Full Flight Simulator Pilot Qualification Training Services as required for the Federal Aviation Administration's (FAA) Academy, Contracts and Program Administration Branch (AMA-260), Mike Monroney Aeronautical Center, Oklahoma, as set forth in accordance with the terms, conditions, and provisions set forth herein. The Contractor shall effectively administer, manage, and perform the tasks that are defined by the Government in accordance with the PWS. Specific services shall be defined in the task orders issued throughout the contract performance. The Contractor shall assume responsibility for all of the services described in the contract. The Contractor shall be paid for services performed in accordance with Part I – Section B, Supplies or Services and Price/Cost.

(b) The complete PWS is attached to this Screening Information Request (SIR) and is identified in Part III – Section J, List of Attachments.

(c) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings. Such markings, if not removed, may eliminate the offeror from further competition.

(d) If the low offeror is an accredited college, the FAA desires college credits be offered to trainees successfully completing the proposed training; however, it is not a mandatory requirement and will not be used as an evaluation factor.

PART I – SECTION D – PACKAGING AND MARKING

Not applicable

PART I – SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause AMS clause 3.10.4-4.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

PART I – SECTION F – DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 year from the date of contract award or as extended by the exercise of any option included herein.

F.3 ACCELERATED DELIVERY (JAN 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.10.1-9 Stop-Work Order (October 1996)
3.10.1-24 Notice of Delay (February 2009)
3.11-34 F.O.B. Destination (April 1999)

PART I – SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data will be set forth on individual task orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.4 INVOICING PROCEDURES – PILOT TRAINING (MAR 2003)

CLA.2912R

(a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:

(1) a completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA pilot trained;

(2) detailed invoice(s) for training provided, depicting:

(i) student name(s),

(ii) contract number and applicable delivery order number,

(iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,

(iv) extended totals for invoiced quantities.

(b) Payment to the contractor for completed training shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures for abbreviated or supplemental training. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."

(c) Properly executed "Certificate of Training - Appendix A," and invoice(s) shall be mailed as follows:

Original Invoice(s) to: FAA, Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

Appendix A and one
copy of invoice(s) to: FAA, Contracts Administration Section (AMA-260)
P.O. Box 25082
Oklahoma City, OK 73125

One copy of invoice to: FAA, Contract Management Branch (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

G.5 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)

CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

PART I – SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997) CLA.0148

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.3 Notice of Contractor Testimony (September 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II – SECTION I – CONTRACT CLAUSES

I.1 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)

CLA.1035

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the expiration date of the contract including any options exercised thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the total of the estimated amount stated on the Schedule for the base period and all options;

(2) Any order for a combination of items in excess of the total of the estimated amount stated on the Schedule for the base period and all options; or

(3) A series of orders from the same ordering office within two (2) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by orders placed within the ordering period.

(End of clause)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to

identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause

of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.1.7-2 Organizational Conflicts of Interest (August 1997)
3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
3.2.4-34 Option to Extend Services (April 1996)
3.2.5-1 Officials Not to Benefit (April 1996)
3.2.5-3 Gratuities or Gifts (January 1999)
3.2.5-4 Contingent Fees (October 1996)
3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-1 Payments (April 1996)
3.3.1-8 Extras (April 1996)
3.3.1-10 Availability of Funds (April 1996)
3.3.1-15 Assignment of Claims (April 1996)
3.3.1-17 Prompt Payment (September 2009)
3.3.1-31 Progress Payments (November 2000)
3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
3.3.2-1 FAA Cost Principles (October 1996)
3.4.1-12 Insurance (July 1996)
3.4.1-13 Errors and Omissions (July 1996)
3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract (April 1996)
3.5-1 Authorization and Consent (January 2009)
3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)
3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (October 2010)
3.6.1-6 Liquidated Damages - Subcontracting Plan (January 2010)
3.6.2-2 Convict Labor (April 1996)
3.6.2-9 Equal Opportunity (August 1998)
3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)
3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
3.6.2-39 Trafficking in Persons (January 2008)
3.6.3-16 Drug Free Workplace (February 2009)
3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
3.6.5-1 Utilization of Indian Organizations and Indian Owned Economic Enterprises (February 2009)
3.8.2-19 Prohibition on Advertising (October 1996)

- 3.9.1-1 Contract Disputes (September 2009)
- 3.9.1-2 Protest After Award (August 1997)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-12 Alternate I Changes - Fixed-Price Alternate I (April 1996)
- 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.13-3 Printing/Copying Double-sided on Recycled Paper (July 2008)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
- 3.13-11 Plain Language (July 2006)
- 3.13-13 Reducing Text Messaging While Driving (April 2010)
- 3.14-3 Foreign Nationals as Contractor Employees (April 2008)

PART III – SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement	18 November 2010	7
2	Certificate of Training	N/A	3
3	FAA Form 4040-2	2/02	2
4	FAA Form 4040-2 Instructions	N/A	3